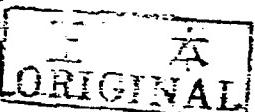


# **EXHIBIT “B”**



CONTRACT

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FOR

BLAWNOX DUO MILL

BLAWNOX 冷轧薄板生产线合同

规格: 24" x 56" x52" (Specification)

BETWEEN

CHINA SU ZHOU TIAN LU STEEL STRIP. CO., LTD.

中国苏州天路薄板有限公司

Agent: Jiangsu SUMEC International Technology CO., LTD

代理商: 江苏苏美达国际技术贸易有限公司

AND 与

SHERMAN INTERNATIONAL CORPORATION

美国歇尔曼国际有限公司

Daniel J. Liao  
Nov. 15, 2003

CONTRACT NO.: SHLP-2003-011-I-A

合同编号: SHLP-2003-011-I-A

签订日期: 2003年十一月十五日

SIGNING DATE: November, 15, 2003

## CONTENTS OF THE CONTRACT

### 合同内容

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- SECTION 5 SHIPPING DOCUMENTS
- SECTION 6 PACKING AND MARKING
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- SECTION 13 EFFECTIVENESS OF THE CONTRACT AND MISCELLANEOUS
- SECTION 14 LEGAL ADDRESSES

## APPENDICE

Appendix I Scope of Supply

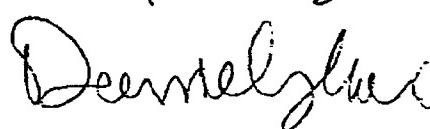
第1节 合同目的

*Frederick  
Danaylne*

- 第2节 价格
- 第3节 付款和付款条件
- 第4节 交付和交付条件
- 第5节 运输单据
- 第6节 保证和唛头
- 第7节 拆卸和其他作业
- 第8节 检验和确认
- 第9节 质量保证和索赔
- 第10节 不可抗力
- 第11节 仲裁
- 第12节 税收
- 第13节 合同的生效和其他
- 第14节 法定地址

附件

附录 1 供应范围

  
Peter 张伟  
Dennis Lai

## Contract

The present contract is entered into by and between Su Zhou Tian Lu Steel Co. Ltd. at its address of Su Zhou Tai Cang Fuqiao Zhen, 215434 People's Republic of China and Agent: Jiangsu SUMEC International Technology CO., LTD. Add: 198 Changjiang Road Nanjing, China Postcode: 210018 (hereinafter referred to as the Buyer) and Sherman International Corporation at its address of 367 Mansfield Avenue, Pittsburgh, Pennsylvania 15220, United States of America (hereinafter referred to as the Seller).

### 合同

本合同的签订双方为：中国苏州天路薄板有限公司

地址：中华人民共和国江苏太仓浮桥镇 215434

Agent: Jiangsu SUMEC International Technology CO., LTD

代理商：江苏苏美达国际技术贸易有限公司

中国南京长江路 198 号 邮编 210018

(以下称买方) 和

美国歇尔曼国际有限公司

地址：美国宾夕法尼亚州匹兹堡曼斯菲尔德大道 367 号，邮编：15220

(以下称卖方)。

### SECTION 1. OBJECT OF THE CONTRACT

1. The Buyer agrees to buy from the Seller and the Seller agrees to sell to the Buyer the used Blawnox Duo Cold Mill which is located in ISG, Burns Harbour, USA (hereinafter referred to as Contract Equipment) as follows: The Equipment described in Appendix I on an "as is, where is" basis, should be as the same as inspected by Buyer and Seller on November, 15, 2003. Both

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parties agree that all existing equipment and all available maintenance accessories, spare parts, special tools, technical drawings, documentation and operation and maintenance manuals related to the Equipment will be parts of this contract.

### 第1节： 合同目的

买方同意向卖方购买、卖方同意向买方出售位于美国伯恩斯港 ISG 内的二手的 Blawnox 二手冷轧薄板生产线（以下称作合同设备）：附录 1 中描述的按“原状和原地”交易的设备应该与买方和卖方于 2003 年 XX 月 XX 日检验的状况相同。双方同意所有的现有设备和具备的与该设备有关的一切维修附件、备件、特殊工具、技术图纸、文献和操作维修手册将是本合同的组成部分。

The Scope of Supply on Appendix I only lists the major items of equipment. The contract will become effective when the Buyer open the LC as required to the Seller and the LC should also has been confirmed by the Seller.

附录 1 上的供应范围仅列出了设备的主要物品。一旦买方付

出第一批款，卖方确认后，则合同成立生效。

2. All existing drawings and technical documentation (hereinafter referred to as Contract Documentation) will be packed and shipped with the first shipment. The foundation and general layout drawings will be delivered by air to the Buyer within 14 days of the Seller receiving the L/C. If the Buyer needs additional copies of any drawings, the Buyer will make copies at site if needed at their own cost.

现有的所有图纸和技术文献（以下称合同文献）将予以包装并随第一批发货发运。基础和总体布局图纸将在卖方收到信用证后的 14 天内通过空运交付给买方。如果买方需要增加任何图纸的副本，买方可在需要时，在现场复制，费用由他们自己承担。

2. The Contract Equipment and the Contract Documentation will collectively be referred to as the Contract Cargo.

合同设备和合同文献统称合同货物。



3. In order to implement the contract smoothly, each party will dispatch relevant personnel to perform stipulated duties at the work site. Buyer will send no more than six people to the site during takeout at any given time. Buyer is responsible for all costs, i.e. hotel, meals. The Seller will pay for the group's inland transportation. The Seller will dispatch a technical person to supervise the dismantling and packaging for the duration of the dismantling and packaging period at the Seller's cost but the Buyer will pay the hotel and food.

为了合同的顺利执行，各方将派遣有关的人员，在工地履行规定的职责。在取出设备期间，任何时刻买方派遣到工地的人数不可超过 6 人。买方负责所有的费用，如旅馆、膳食。但该小组的交通费用由卖方负责。机器的拆卸和包装期间，卖方将派遣一名技术人员，监督拆卸和包装，其费用由卖方承担但该人员食宿由买方承担。

## SECTION 2 PRICE

### 第 2 节 价格

4. The total price of the present contract is USD 2,850,000 - (Say: US Dollars Two Million and Eight Hundred Fifty Thousand only) CIF China.

本共同的总价为 CIF 中国 2,850,000 美元（大写：美元两佰捌拾五万整）

5. The terms and conditions of the Contract price is that Equipment "as is, where is basis with all faults" and Seller's dismantling, packing and load on the trucks in ISG, transporting to port in USA, and CIF delivery at Tai Chang Port, Shanghai, China.

合同价格的条款和条件为“原状原地连同全部故障的”设备和卖方在 ISG 拆卸、包装和装载到卡车上，运输到美国的港口，并按 CIF 条款交付到中国江苏太仓港口。

## SECTION 3 PAYMENT AND TERMS OF PAYMENT

### 第3节 付款和付款条件

6. All the payment to be made under this contract shall be in United States Dollars. Payment by Letter of Credit from the Buyer to the Seller shall be effected through a bank acceptable to both parties. Seller shall provide all required account information. The Buyer shall open the L/C as described below within 21 days of the signing date of this contract.

根据本合同的所有付款采用美元支付。买方以信用证方式向卖方的支付，应通过双方都能接受的银行。卖方应提供所需的全部帐户信息。

7. The total contract price shall be paid by the Buyer to the Seller through an irrevocable, assignable, divisible letter of credit, opened by the Buyer's bank naming Seller as beneficiary, negotiating as per the following manners and proportions.

合同总价应由买方通过买方银行开具的指定卖方为收益人的不可撤销的、可转让的、可分割的信用证支付给卖方。信用证按下列方式和比例议付。

- 8.1 Within 30 days after the contract has been effective, Seller will provide the following documents:

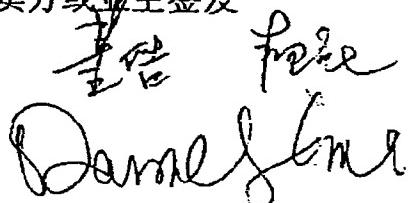
合同生效后的 30 天内，卖方应提供下述文件：

1. Proforma invoice covering 100% of the total contract price indicating Contract No. in 3 original and 3 copies;

显示 100% 合同总价的形式发票，注明合同编号，形式发票的数量为 3 份正本 3 份副本。

2. Two copies of export license issued by related American office or a letter issued by Seller or owner stating that no export license is required.

二份美国有关机关签发的出口许可证拷贝件或卖方或业主签发的表明不需要出口许可证的信函。



8.2 100% (One hundred percent) of the total Contract price, viz., USD 2,850,000 (Say: US Dollars Two Million and Eight Hundred Fifty Thousand only) shall be paid through a confirmed irrevocable, assignable, divisible letter of credit naming Seller as beneficiary, which will be opened within 30 days after the documents stipulated in Clause 8.1 have been received by the Buyer. Seller will draw the above amount pro rata based on each shipment in maximum 4 installments from the L/C by presenting the following documents:

合同总价应 100% (百分之一百) 即 2850000 美元 (大写: 美元两佰八拾五万正), 通过指定卖方为收益人的不可撤消的、可转让的、可分割的信用证支付。信用证应在买方收到第 8.1 条中规定的文件后的 30 天内开出。卖方将通过提交下述单据, 最多分四次, 根据每次的发货, 按比例提取上述金额。

1. Sight draft in 2 copies; 二份即期汇票;
2. Signed Commercial invoice with the amount of shipping value indicating Contract No.SHLP-2003011-I-A and L/C No.— in 5 originals;

表明发运值的金额的签署的商业发票, 注明合同编号和信用证号。

5 份正本发票;

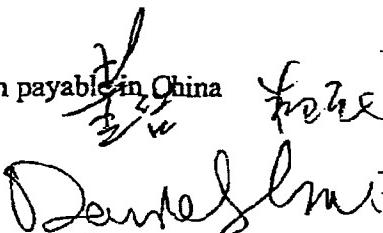
3. 3 set of Clean on Board Bill of Lading made out to order and blank endorsed, marked L/C No. and Contract No.SHLP-2003-011-I-A "Freight Prepaid" notifying the Buyer's Shipping agent at the port of destination will be presented through the bank.

通过银行提示三套清洁的装船提单, 以银行或银行背书人为货主, 注明信用证号和合同编号、“运费预付”, 通知买方在目的港的运输代理;

4. Packing list /weight memo indicating name, quantity, gross weight and net weights of each package and packing conditions as per the L/C;

装箱单/过磅单, 注明每一包装件的名称、数量、毛重和净重, 及包装条件与信用证相符;

5. Insurance policy for 110% of the Invoice value showing claim payable in China



in currency of the draft, blank endorsed, covering ocean marine transportation  
"all risks", "war risks" in 3 copies;

保险金额为 110% 的发票金额的保险单，表明索赔可在中国以汇票币种支付，空白背书，保险范围为海洋运输“一切险”“战争险”，保险单为三份；

6. For final payment, a certificate issued by the Buyer must be enclosed to certify that is the final shipment

最终付款，必须附买方签发的证书，证明这是最后一次发货；

7. Treatment certificate for wooden materials used for packing and support.

用于包装和支撑的木质材料的处理证明。

8.3 Seller will claim 50% on the first shipment of all original drawings and other technical information and spare parts list of the mill. The final 50% will be claimed in two or three shipments on the shipment of the equipment. It is understood that partial shipments will be made.

卖方将向买方发运机组原图纸和技术资料和备品备件清单，买方将付百分之五十合同总价到卖方。剩余百分之五十合同总价将分二或

三次设备发运分批提款。双方理解发运将作分批进行。

#### SECTION 4. DELIVERY AND TERMS OF DELIVERY

##### 第 4 节 交付和交付条件

9. The Contract Equipment shall be packed and loaded within 2 months from the start date. The loading will begin when the following conditions are reached: letter of credit is established and match markers arrive on site. Seller will provide match markers with required safety equipment.

合同设备应在开始日期起的二个月内包装和装载。下述条件达到后开始装载：信用证开立，装配标记人员到达现场。卖方将为装配标记人员提供所需的安全设备。

10. The destination port for Contract Equipment is Tai Chang, Jiang Shu, China. The destination airport for Contract Document is Pudong airport, Shanghai, China.

合同设备的目的港为中国的江苏太仓港口。合同文件的目的机场为中

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国的上海浦东机场。

11. The Seller will provide a general delivery plan and a chart showing estimated equipment dimensions and weights. Seller will provide the Buyer with a description of each shipment, estimated gross weight, total size, and the physical dimensions and weight of each break bulk load. The Seller shall provide three copies of the general contour sketch for each oversize piece of cargo with weight above fifteen metric tons or with the contour size exceeding nine meters or with height or width exceeding three meters in order for the Buyer to make arrangement for receiving and transporting the cargo.

卖方将提供一个交付总计划和图表，显示设备的估计尺寸和重量。卖方将向买方提供每次发运的内容、估计的毛重、总尺寸和散装的物理尺寸和重量。对于重在 15 公吨以上的或外形超过 9 米或高度或宽度超过 3 米的超大件货物，卖方将为每件提供三份轮廓示意图，以便买方安排货物的接收和运输。

- 11.1 After the contract comes in force, Seller provide buyer with equipment foundation drawings and mill layout drawings to ensure Buyer can carryout onsite engineering.

合同生效后，卖方向买方提供设备基础图纸和轧机布局图纸，确保买方能开展现场工程。

- 11.2 Before packing Buyer will dispatch representative to the site to inspect the equipment, drawings and documentation with Seller to ensure the equipment is as per Appendix I of this contract and the spare parts list .

包装前，买方将派遣代表到现场，与卖方一起检查设备、图纸和文献，确保设备符合本合同附录 1 及备品备件清单中的数量内容。

- 11.3 The last shipment should be no late than March 30<sup>th</sup>, 2004 from the US port when the contract has been effective.

本合同生效后，卖方应在 2004 年三月三十日前经美国货港运出。

- 11.4 When the L/C is opened, the Seller will present to the Buyer the contract between ISG and Seller and the contract will state that when the ISG received the funds from the first payment, the Seller AND the Buyer will become co-owners of the Contract Equipment. When 75% of the L/C value is claimed by the Seller, the Buyer will become the sole owner of the Contract Equipment.

当信用证开出后，卖方必须提交给买方 ISG 与卖方的销售合同。  
该合同

13.2 Break Bulk Items: Large castings, fabrications, or any other large piece that will be shipped as an individual unit will receive minimal packing, essentially enough to protect portions of the piece that could be damaged.

分解的散装物品：大型铸件、制作品或任何作为单件运输的其他大件，将给予最少的包装，只作保护可能损坏的部分的包装就足够了。

13.3 Motor armatures, field frames, or similarly fragile large break bulk pieces will be appropriately packaged for ocean shipment. Smaller fragile pieces will be stowed in containers.

马达电枢、磁极框架或类似的易碎的分解的大型散件，将作合适的海运包装。较小的易碎件将堆放在集装箱内。

13.4 The Seller shall mark on the package in English the following:

1. Contract Number: SHLP-2003-011-I-A

2. Shipping Marks:

3. Destination Port: Tai Chang, Jiang Shu, China

4. Consignee:

5. Name of the Cargo and Serial Number (identification number)

6. Package Serial Number (Identification number)

7. Gross Weight (kg)

8. Size (Length X Width X Height CM)

9. Center of Gravity and Hoisting Position

According to the characteristics of the Contract Cargo and the requirement of transportation, unloading and maintenance, the package shall bear the wording of "Handle With Care", "Right Side Up", "Dry" and other general marks in international trade.

卖方应使用英文对包装件做如下标记：

1. 合同编号: \_\_\_\_\_

2. 运输唛头:

3. 目的港: 中国\_\_\_\_\_

4. 收货人:

5. 货物名称和序号（标识号）

*Carton free  
Dantel Chen*

6. 件号(识别号)
7. 毛重(kg)
8. 尺寸(长×宽×高 cm)
9. 重心和起吊位置

根据合同货物的特点和运输、卸货和维修的需要，包装件应具有“小心搬运”、“不准倒置”、“防潮”等字样和其他国际贸易的一般标记。

13.5 The Seller shall attach metal tags containing the information listed in 13.4 on the surface of the wood, bundled or bare cargo items.

在木材、捆扎的或赤裸的货品上，卖方应设置金属标签，包含第 13.4 条中列出的信息。

13.6 The Seller shall provide a detailed packing list in each container or break bulk item.

卖方应在每个集装箱内或分解的散装品上提供详细的装箱单。

13.7 Seller will send Buyer a certificate stating all the wood packing and supporting material used in container was non-coniferous wood.

卖方应向买方寄送证明，表明集装箱内使用的所有木质包装和支撑材料是非针叶树木。

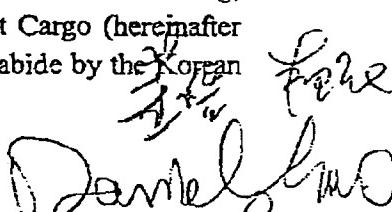
13.8 The Seller should provide the video tape that will cover the whole process of dismantling of the mill.

卖方将提供拆卸全过程的录像带。

## SECTION 7 DISMANTLING AND OTHER OPERATIONS

### 第 7 节 拆卸和其他作业

14. The Seller shall entrust an experienced and reliable professional company (hereinafter referred to as the Contractor) to perform the dismantling, necessary treatment, packing for delivery of the Contract Cargo (hereinafter referred to as dismantling work). Contractor shall strictly abide by the Korean



domestic labor, safety, environmental laws and regulations. Contractor shall be responsible for the dismantling work and perform the job according to the stipulation of the contract and Appendix— and the site working plan. The parties shall settle all problems and disputes according to the laws of the State in which this contract was signed. The Seller shall settle any problems that are not discussed by the two parties according to common domestic practices.

卖方将委托一个有经验和可靠的专业公司（以下称承包商），来进行合同货物的拆卸、必要的处理和交付包装（以下称拆卸工作）。承包商应严格遵守美国国内的劳动、安全和环境法律和规定。承包商应负责按照合同和附录—和工地工作计划开展拆卸工作和执行任务。双方应安装合同签署地的州的法律解决一切问题和争议。卖方应按照通常的国内惯例，解决任何双方未讨论的问题。

15. The Seller shall take full responsibility for the dismantling job carried out by Contractor.

卖方应对承包商执行的拆卸工作承担全部责任。

16. During the process of the dismantling of the Contract Cargo, the Buyer shall dispatch a team, at its own expense, to the work site to make preparations for reinstallation. Buyer is responsible for all costs, i.e. food and hotel. Members of this team will also study the design and documentation of the Contract cargo. Seller will assist in getting the necessary visa invitations for the Buyer's teams and will liaise with the Buyer regarding the a.m. matters. The number of people comprising this team shall not exceed six personnel (interpreters included) during the process of dismantling and gathering documentation. In the event more people are required, Buyer will advise Seller in writing and permission will not be unreasonably withheld.

合同货物拆卸过程中，买方将自费派遣一个小组到工地，作重新安装的准备。买方对所有的费用负责，即膳食和宾馆。该小组的成员还将研究合同货物的设计和文献。卖方将为买方的小组取得必要的签证要求，并与买方联络有关事务。在拆洗和收集方件过程中，这个小组的组成人数不得超过 6 人（含译员）。如果需要更多的人数，买方应书面通知卖方，不得无理拒绝买方要求。

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17. Buyer is responsible for the cost of insurance for their people. Seller will assist Buyer in getting the required insurance.

The Seller shall support the team's work and dispatch personnel from the mill to discuss engineering and operational questions. The mill need to be fully dismantling but for those equipment that need to be cut and the cutting process need to be confirmed by both party before the damages happen or they are not necessary for dismantling if both side agreed.

买方对其人员的保险费用负责。卖方将帮助买方取得需要的保险。

卖方应支持该小组的工作，并派遣轧机人员讨论工程和操作问题。轧机现有设备需要全部拆除。对需切割部件双方必须共同确认后方可进行。双方可共同决定哪些设备可以免拆。

#### SECTION 8 INSPECTION AND CONFIRMATION

##### 第 8 节 检查和确认

- 18.1 The Seller will send by fax a preliminary plan for dismantling the Contract Cargo. The Buyer shall dispatch the match marking team to the work site to be on hand for observation and to match mark the equipment throughout the life of the project. If a disagreement concerning procedure of the dismantling operation cannot be settled by the representatives on site within two days, the Seller has the right to implement the operation at its own judgment and take full responsibility while taking into consideration the Buyer's opinion. The Buyer's match marking group shall be a maximum of six people per site including the translator.

卖方将通过传真发送一个拆卸合同货物的初步计划。买方将派遣一个装配标记小组到工地，随时观察整个项目存续期间设备进行的装配标记。如果有关拆卸作业程序上的分歧不能在二天内由现场代表解决的话，卖方在考虑到买方意见的同时，有权按照其自己的判断开展作业，并承担全部责任。买方的装配标记小组人数每个工地最多不超过 6 人，包含翻译。

- 18.2 The Buyer has the right to entrust China Commodity Import and Export Inspection Bureau to dispatch inspectors to the Seller's working site for

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overseas preliminary examination of the Contract Cargo according to relevant stipulations of the Buyer's country. Relevant fees shall be borne by the Buyer. The Seller shall provide necessary help and cooperation at Buyer's expense.

买方有权委托中国商品进出境检验局派遣检验人员到卖方的工作场  
地按照买方国家的有关规定，进行合同商的海外初步检查。有关的费  
用应由买方承担。卖方将提供必要的帮助和合作，费用由买方承担。

#### SECTION 9 WARRANTIES AND CLAIMS

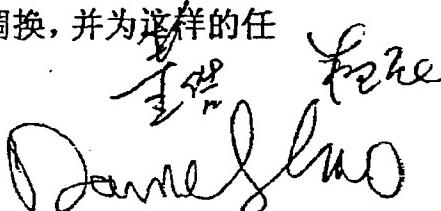
##### 第 9 节 质量保证和索赔

19. Both the Buyer and the Seller confirm that since the Contract Cargo is second-hand the Seller shall not be liable for any warranty of the mechanical and electrical technical performance or suitability, condition or merchantability of the Contract Equipment, the completeness and correctness of the Contract Documentation or the completeness, condition or suitability of the accessories. Under no situation is the Seller responsible for the performance or start up of the Contract Equipment. However, the Seller shall be obligated to transfer to the Buyer all of the existing equipment and technical documentation according to the scope of supply.

买方和卖方都确认，由于合同货物是二手货，卖方将不对合同的机械  
和电气技术性能或合适性、状况和出售能力、合同文献的完  
整性和正确性或附件的状况或适合性承担任何质量保证。任  
何情况下，卖方都不对合同设备的性能或启动负责。然而，  
卖方应有义务按照供应范围，向买方转移全部现有设备和技  
术文献。

20. During the implementation of the contract operations, the Seller shall correct or replace any damage to the Contract Cargo or to any of other property on the site caused by the Seller during dismantling and will indemnify the Buyer for any such damages.

在合同作业开展期间，卖方应对拆卸期间卖方造成的合同货物的任何  
损坏或现场的任何其他财产的任何损坏作纠正或调换，并为这样的任  
何损坏，向买方做赔偿。



21. The working personnel at the site of both Buyer and Seller will abide by relevant laws in Korea and regulations at the plant. Both the Buyer and Seller shall carry the required plant insurance on its personnel. Each party will indemnify and hold the other party harmless for any violation by such party of the provisions of this section.

买方和卖方双方在工地上的工作人员将遵守美国的有关法律和工厂地规定。买方和卖方应为其人员购买需要的工厂保险。如果因任何一方违反本节的规定，该方应向对方作赔偿并使其不受伤害。

#### SECTION 10 FORCE MAJEURE

##### 第 10 节 不可抗力

22. Should either party to the contract be prevented from performing the contract due to a case of force majeure such as war, serious flood, fire, typhoon, storm, earthquake or other case which can be recognized by both parties as force majeure, the time for performance of such party's obligation under the contract (other than obligations for payment of completed work) shall be extended by a period equivalent to the effect of those occurrences.

如果由于不可抗力的事件，如战争、严重的洪水、火灾、台风、暴雨、地震或双方可承认为不可抗力的其他事件造成他不能履行合同，则该方履行合同义务的时间应顺延相当于这些事件所影响的时间。

23. The prevented party shall immediately notify the other party by fax of the occurrence of force majeure and within 14 days thereafter send by registered airmail to the other party a certificate documenting such force majeure event issued by the appropriate authorities for examination by the other party. Should the effect of force majeure continue for more than 120 days, both parties shall timely settle the problems for further performance of the contact through friendly negotiations and reach an agreement as soon as possible. In case the force majeure should last beyond six months consecutively either party shall have the right to terminate the contract and the parties shall settle their obligations hereunder so that they both are placed in the same financial position as if the contract had been carried out in accordance with the terms.

受影响的一方应立即以传真通知对方发生了不可抗力，并在上后的 14 天内，以航空挂号向对方发送证明，记录有关当局发布的这

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种不可抗力事件，供对方检查。

如果不可抗力的影响持续 120 天以下，双方应通过友好谈判及时

解决进一步履行合同的问题，并尽早达成协议。

如果不可抗力持续 6 个月以上，任何一方应有权终止合同，双方应解决本合同规定的他们的义务，使双方都处于相同的财务状况似乎合同已按照条款履行了。

#### SECTION 11 ARBITRATION

##### 第 11 节 仲裁

24. All disputes arising from the execution of the present contract shall be settled through friendly consultations between both parties. In case no agreement can be reached through consultation, the disputes shall be submitted to arbitration.

- a) The arbitration shall take place in Stockholm, Sweden and be performed by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the arbitration procedures and rules of the said institute. The arbitral award is final and binding upon both parties. Arbitration fees shall be borne by the losing party if the arbitration commission doesn't rule otherwise.
- b) In the course of arbitration both parties shall continue to perform the present contract except for the provisions under arbitration.

由执行本合同引起的一切争议应通过双方间的友好协商来解决。如果

未能通过协商一到，则应将争议提交仲裁。

- a) 仲裁应按照瑞典斯德哥尔摩商会的仲裁所的仲裁程序和条例，由仲裁所在瑞典斯德哥尔摩进行。仲裁裁决是最终的，对双方有约束力。如果仲裁委员会不作其他裁决的话，仲裁费由败诉方承担。

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b) 仲裁期间，双方应继续履行本合同之仲裁事项以外的部分。

#### SECTION 12 TAXATION

#### 第 12 节 税收

25. All taxes, customs duty and other dues levied by the Chinese government in connection with and in the performance of the present contract according to the tax laws in effect shall be paid by the Buyer.

中国政府按照实施的税法征收的与本合同的履行有关的一切税收、关税和其他捐税应由买方支付。

26. All taxes, customs duty and other dues levied by the other Governments in connection with and in the performance of the present contract according to the tax laws in effect shall be paid by the Seller.

其他政府按照实施的税法征收的与本合同的履行有关的一切税收、关税和其他捐税应由卖方支付。

#### SECTION 13 EFFECTIVENESS OF THE CONTRACT AND MISCELLANEOUS

#### 第 13 节 合同的生效和其他

27. This contact is signed by the authorized representatives of both parties on November, 15, 2003.

本合同由双方的授权代表签署于 2003 年十一月十五日。

28. The contract will come into force at the date of signing the contract. If the Letter of Credit is not opened by the Buyer within 60 days after the effectiveness date of the contract, the contract is null and void.

本合同将于合同签署日起生效。如果在本合同生效日后 60 天内买方未能开立信用证，则本合同将作废无效。

29. Each party shall designate a dismantling site representative manager who shall be attending all the site activities of the contract implementation at the location of the dismantling and shall be authorized to make any decisions about the day to day and specific matters, and to communicate on behalf of the party he is representing in connection with the implementation of this contract. Each party



shall notify the other of the nomination of such a representative before the operation at the Seller's site commences, but the site representative of either party shall have no right to alter or change the contract conditions and/or terms of their own accord.

各方应指定一个工地拆卸代表经理，参与拆卸场所的工地上开展的一切合同执行活动。并应有权对日常事务和具体问题作决定，并就有关本合同的履行问题代表他所代表的一方进行沟通。在卖方的工地上作业开始前，各方应将这样的代表的提名通知对方，但是，各方的工地代表不得有权自行更改或改变合同条件和/或条款。

30. Appendix No.1 to the present contract shall be integral parts of this contract and shall have the same force as this contract itself.

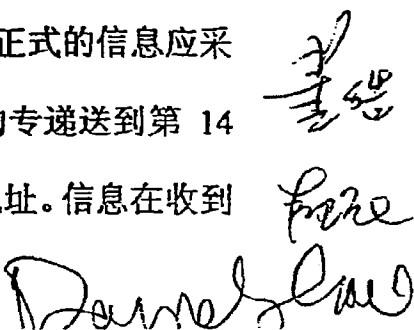
本合同的附录 1 是本合同不可分割的组成部分，应与合同本具有相同的效力。

31. All amendments, supplements and alterations to the terms and conditions of the present contract shall be made in written form and signed by the authorized representatives of both parties and they shall form integral parts of the present contract and shall have the equal force as the contract itself. The English and Chinese have same legal rights in this contract.

本合同的任何修正、补充和更改应采用书面形式，由双方的授权代表签署。它们将成为本合同不可分割的组成部分，应具有合同本身相同的效力。本合同英中文具有同样法律效应。

32. All communications between both parties in the course of implementation of the present contract shall be made in English. Formal information shall be in written form in two copies and sent by registered airmail or by recognized courier service addressed to the parties at the addresses shown in Section XV, or at such other address as a party may specify hereunder, and shall be effective when received.

在实施本合同过程中双方间的一切通信应采用英语。正式的信息应采用二个副本的书面形式，通过航空挂号邮件或公认的专递送到第 14 节中显示的地址或一方可能在本合同中规定的其他地址。信息在收到



后生效。

33. No assignment, cession or transfer of any right or obligation arising under the present contract shall be made by either party to any third party without the previous written consent of the other party which will not be unreasonably withheld.

未经对方事前书面同意，任何一方都不得将由本合同引起的任何权利或义务转让、割让或转移给任何第三方。对方不得无理拒绝给予事前书面同意。

34. The claims of both parties are expressly and definitely stipulated in the Contract Documents. The parties will not claim against each other any compensation for any indirect or consequential losses of any kind including loss of production.

双方的权项有合同文件中作了明确和精确的规定。双方不得对任何种类的任何间接的或后果性损失，包括生产损失向对方索取赔偿。

#### SECTION 14     LEGAL ADDRESSES

##### 第 14 节     法定地址

35. The Buyer: China Su Zhou Tian Lu Steel Co. Ltd.

中国苏州天路薄板有限公司

Su Zhou Tai Cang Fu Qiao Zhen,  
China 215434  
Tel: 86-21-6668-0783      Fax: 86-21-6668-0094  
买方：中国江苏太仓浮桥镇，邮编：215434

Agent: Jiangsu SUMEC International Technology CO., LTD

代理商：江苏苏美达国际技术贸易有限公司

Add: 198 Changjiang Road Nanjing, China Postcode: 210018  
中国南京长江路 198 号 邮编 210018

36.

37. The Seller: 美国歇尔曼国际有限公司

Sherman International Corporation  
367 Mansfield Avenue, Pittsburgh, Pennsylvania 15220, USA

*李军  
李军  
J. W.  
Dan K. Johnson*

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Tel: 1-412-928-2880 Fax: 1-412-928-2881

美国宾夕法尼亚州匹兹堡曼斯菲尔德大道 367 号, 邮编: 15220

IN WITNESS THEREOF this contract is signed by three parties in three originals with the two for the Buyer and its Agent and one for the Seller.

本合同由三方签字作证, 合同设正本三份, 二份由买方及其代理所持、

一份由卖方所持。

买方: 中国苏州天路薄板有限公司

The Buyer: China Su Zhou Tian Lu Steel Co. Ltd.

和乐

2003.11.15

Agent: Jiangsu SUMEC International Technology CO., Ltd.

代理商: 江苏苏美达国际技术贸易有限公司

李伟

2003-11-15

The Seller:

Sherman International Corporation

卖方:

美国歇尔曼国际有限公司

Daniel Shu

Nov. 15, 2003

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**EXHIBIT A Part 1****SCOPE OF SUPPLY**

1. One Blawknox 2 stand Tandem Cold Mill [DUO MILL] As-is, Where-is including:

Coil Entry Conveyor System  
Coil transfer and Coil Positioner Car  
Coil Payoff & Peeler  
Edge Control System  
Pinch Roll  
Mill Stands  
Scredown motors  
Entry and Exit Guides  
Shape Roll System  
Chuck Assemblies  
Back-up Rolls  
Work Rolls  
Coolant System  
Strip Oiling System  
Tension Roll System  
Tension Reel  
Belt Wrapper System  
Coil Stripper Car  
Coil Exit Conveyor System  
Roll Force System  
Motor and Drive Train  
Parting Shear  
Backup Roll Change Sled  
Operator Stations

2. All Available Process Control Programs and Models
3. All Available Associated Hydraulic Systems, valve stands and components
4. Fume Exhaust System and components
5. Work roll changing porter bar
6. All spare work rolls
7. All spare backup rolls
8. All spare chocks and associated bearing, seals, spacers, retainers and the like
9. Entry Side Jib Crane
10. All available spare components specific to the Equipment including but not limited to electrical controls, electrical components, motors, armatures, generators, pinion stands, coil payoff cones, screw downs, tension Reels, Roll wiper blades, cylinders, bearings, guides, lines, strip oiler system and the like
11. All associated Motor Generator Sets
12. All associated Motor Control Equipment
13. All associated Control Systems
14. Weighted Accumulators
15. Lubrication Systems, Pumps and Motors

*for me  
Dan Gilmour  
N.*

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1. 按其现有状态和所处地点供应的一台 BLAWKNOX 二机座串联冷轧机（二辊式轧机），包括：  
卷材输入传送系统  
卷材输入裁剪  
卷材松卷和剥皮机  
边缘控制系统  
夹送辊  
机座  
轧钢机用电动机  
输入和输出导轨  
型钢轧辊系统  
轴承座组件  
支承辊  
操作辊  
冷却剂系统  
带形加油系统  
张力辊系统  
张力卷筒  
带式包装机系统  
卸卷机小车  
卷材输出传送系统  
卷材推力系统  
马达和传动系统  
分离剪  
支承辊更换小滑车  
操作员工作站

2. 所有具备的工艺控制程序和模型
3. 所有具备的联合液压系统、阀门座和组件
4. 排烟系统和组件
5. 操作辊更换套筒
6. 所有备用的操作辊
7. 所有备用的支承辊
8. 所有备用的止动器和联合轴承、密封、垫片、限位等
9. 输入端动臂起重机
10. 所有具备的设备专用的备用组件，包括但不限于电气控制、电气元件、  
马达、电枢、发动机、活塞架、卷材松卷三角锥、螺旋压下机构、张力卷筒、  
刮卷刀片、气缸、轴承、导轨、导向装置、条形加油系统等
11. 所有配套的马达发动机组
12. 所有配套的马达控制设备
13. 所有配套的控制系统
14. 重锤式蓄能器
15. 润滑系统、泵和马达

*李岩 法律  
Danielyhuo*